

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : Chapter 11 Case No.
GENERAL MOTORS CORP, *et al.* : Case No. 09-50026 (REG)
Debtors. : (Jointly Administered)
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**DECLARATION OF DEBBIE F. FAIRCLOTH IN SUPPORT OF OBJECTION
OF SAS INSTITUTE INC. TO DEBTORS' PROPOSED CURE COSTS RELATED
TO CERTAIN EXECUTORY CONTRACTS INTENDED TO BE ASSUMED AND
ASSIGNED BY THE DEBTORS**

Debbie F. Faircloth declares as follows:

1. I am the Manager, Contracts Administration, of SAS Institute Inc.
("SAS").
2. SAS is a corporation formed and existing under the laws of the State of North Carolina which is in the business, inter alia, of licensing business software products ("Software") to end customers. SAS grants the end customer a nonexclusive, nonassignable, and nontransferable license to use the Software with a designated operating system. The terms of the licenses between the Debtors and SAS are governed by two (2) Software License Agreements effective as of February 1, 2002 (the "2002 License") and December 17, 2004 (the "2004 License") (collectively, the "License Agreements"). True and correct copies of the 2002 License and the 2004 License are attached hereto as Exhibit A and Exhibit B.
3. Pursuant to the License Agreements, the Software is initially licensed, and licenses are renewed, via the issuance of a purchase order and payment of first year

and renewal fees by the Debtors. The License Agreements and the purchase order combine to govern the terms of the licenses.

4. In addition to Software licensed under purchase orders for which payment has been made, the Debtors are currently licensed to use Software provided under one (1) active purchase order for which payment has not been made. The active purchase order, No. TCS26398, was submitted on March 11, 2009 (the "March 11, 2009 Purchase Order"), pursuant to which the Debtors have a license to use the Software described therein for the period ending January 31, 2010. A true and correct copy of the March 11, 2009 Purchase Order is attached hereto as Exhibit C.

The Debtors are also continuing to use Software pursuant to a license granted under a purchase order issued by Electronic Data Systems Corporation ("EDS") as payment agent for the Debtors (the "EDS Managed Software"). As provided in Section 3.4 of the 2002 License, the Debtors remain ultimately responsible for payment of license and service fees for purchase orders issued on its behalf. The license granted for the EDS Managed Software has expired effective as of May 31, 2009, although prior to filing for bankruptcy relief, the Debtors expressed a desire to renew the license and SAS has permitted such use pending the administrative process of issuing a purchase order. A true and correct list of the EDS Managed Software is attached hereto as Exhibit D.


Hereafter, the licenses granted to the Debtors for use of the Software shall be referenced as the "Licenses."

5. As of June 1, 2009, there were significant amounts owing from the Debtors to SAS for the Licenses to use the Software. Under the March 11, 2009 Purchase Order, the Debtors owed SAS the sum of \$216,000.00. The renewal license

fees for the EDS Managed Software for the license period June 1, 2009 through May 31,
2010 is \$151,590.00.

I declare under the penalty of perjury under the laws of the United States that the
foregoing is true and correct to the best of my knowledge.

EXECUTED this 12th day of June, 2009 at Cary, North Carolina.


Debbie F. Faircloth

